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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHELE OBRIEN, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

v.

AMAZON.COM SERVICES LLC, a
Delaware limited liability corporation,
and DOES 1-100,

Defendants.

Case No. 3:22-cv-00348-JSC

CLASS ACTION

FIRST AMENDED COMPLAINT

Action filed: Dec. 15, 2021

1 Plaintiff Michele Obrien (“Plaintiff” or “Ms. Obrien”) hereby submits this First
 2 Amended Complaint against Amazon.com Services LLC and DOES 1-100 (hereinafter
 3 collectively referred to as “Defendants” or “Amazon”) on behalf of herself and the class
 4 of persons aged 40 and older employed at any Amazon warehouse in California at any
 5 time during the period from January 1, 2019, to the present who have been or may be
 6 subjected to Amazon’s quota policies and practices.

7 Warehouse workers covered by this complaint include workers at Amazon
 8 warehouses in California during the proposed class period, whether identified as
 9 distribution centers, fulfillment centers, delivery centers, or warehouses. In this
 10 Complaint, Plaintiff challenges the quota system Amazon enforces at its warehouse
 11 facilities in California, which pushes warehouse workers either to meet a quota or risk
 12 injury or termination. Warehouse workers are required to meet an hourly quota of
 13 items moved through their respective work posts, or suffer an adverse employment
 14 action if they fail to complete the performance standard.

15 INTRODUCTION

16
 17 1. The California Fair Employment and Housing Act (“FEHA”) prohibits an
 18 employer from discharging a person from employment or from discriminating against a
 19 person “in compensation, or in terms, conditions, or privileges of employment” on the
 20 basis of the person’s age. Cal. Gov’t Code § 12940(a).

21 2. Plaintiff Michele Obrien brings this action on behalf of herself and a class
 22 of current and former employees of Amazon, aged 40 and older, who worked at
 23 Amazon warehouses in California, including its fulfillment centers, distribution centers,
 24 and delivery centers, and who have been or continue to be subjected to, or had to meet,
 25 Amazon’s quota policy and practices, during the period from January 1, 2019, to the
 26 present. Further, Amazon’s warehouse employees, whether a sorter, picker, loader,
 27 logistics, or any other position subject to a quota, all were consistently subjected to a
 28 common policy and practice by Amazon where employees who could not meet their

1 quota suffered adverse job consequences, including being reprimanded and terminated,
2 which had a disparate impact on employees aged 40 and older because of their age.

3 **JURISDICTION AND VENUE**

4 3. This Court has jurisdiction over this action because Plaintiff's claims arise
5 under state law, including the Fair Employment and Housing Act ("FEHA").

6 4. This Court has jurisdiction over this Class Action pursuant to Code of
7 Civil Procedure § 382 and is consistent with Fed. R. Civ. P. 23(a), (b)(1), (b)(2), and
8 (b)(3). The amount in controversy for Plaintiff, as an individual, is less than \$90,000,
9 inclusive of compensatory damages, penalties, and interest.

10 5. Venue is proper because Defendant removed this action from the
11 Alameda County Superior Court pursuant to 28 U.S.C. § 1332, 1441, 1453, 1171, and
12 the Class Action Fairness Act of 2005 ("CAFA"). The Court has CAFA diversity
13 jurisdiction over this matter. Defendants, and each of them, have conducted business
14 activity in the County of Alameda, including employing class members in this district
15 and, and many of the incidents giving rise to the claims herein took place in this
16 County.

17 **PARTIES**

18 6. Plaintiff Michele Obrien is an adult woman who resides in Highland,
19 California, and who during all the periods of her employment with Amazon, was over
20 the age of 40 years.

21 7. Plaintiff is informed and believes and based thereon alleges that
22 Defendant Amazon.com Services LLC was and is a Delaware corporation with its
23 headquarters located at Seattle, Washington, and is registered with the California
24 Secretary of State and does business in the State of California, including in the County
25 of Alameda, and employed Plaintiff and other similarly situated employees throughout
26 the State of California as further defined herein.

27 8. Amazon.com Services LLC has more than five employees and is therefore
an employer within the meaning of FEHA.

1 9. Plaintiff is informed and believes and based thereon alleges that at all
2 times herein named Defendant and DOES 1 through 100, are and were corporations,
3 business entities, individuals, and partnerships, licensed to do business and actually
4 doing business in the State of California.

5 10. Plaintiff does not know the true names or capacities, whether individual,
6 partner or corporate, of the Defendants sued herein as DOES 1 through 100, inclusive,
7 and for that reason, said Defendants are sued under such fictitious names. Plaintiff will
8 seek leave to amend this complaint when the true names and capacities are known.
9 Plaintiff is informed and believes and based thereon alleges that each of said fictitious
10 Defendants was responsible in some way for the matters alleged herein and proximately
11 caused Plaintiff and members of the general public and the class to be subject to the
12 illegal employment practices, wrongs and injuries complained of herein.

13 11. At all times herein mentioned, each Defendant participated in the doing of
14 the acts hereinafter alleged to have been done by the named Defendants. Furthermore,
15 the Defendants, and each of them, were the agents, servants, and employees of each of
16 the other Defendants, as well as the agents of all Defendants, and were acting within the
17 course and scope of said agency and employment.

18 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

19 12. On behalf of herself and similarly situated employees, Plaintiff Michele
20 Obrien filed a complaint with the Department of Fair Employment and Housing
21 (“DFEH”) and received a Notice of Right to Sue from the DFEH on October 4, 2021.
22 The DFEH complaint and Notice of Right to Sue were personally served on Defendant
23 Amazon.com Services LLC on October 21, 2021.

24 **FACTUAL ALLEGATIONS AND CONTENTIONS**

25 13. Defendants, during the class period, had and currently have a facility-wide
26 policy and actual practice in their California warehouses of requiring employees to meet
27 an hourly quota of items moved through their respective work posts or else would suffer
an adverse employment action. This quota is often colloquially referred to by Amazon

workers inside warehouses, including supervisors and employees, as a “production quota,” a “rate of production,” and/or “rate”—but all terms refer to the same warehouse facility wide quota system that Amazon applies at its California warehouses. This quota system is hereby referred to in this First Amended Complaint as “quota”

14. The State of California singled out Amazon regarding its use of quotas. On September 2021, California passed Assembly Bill 701, a bill regulating the use of quotas in warehouses. In enacting this law, its authors and proponents pointed specifically to Amazon’s unsafe work speed and quotas as a key motivator for the legislation. As a result, the use of quotas in warehouses as referred to herein are expressly regulated in California Labor Code § 2100, et seq., which went into effect on January 1, 2022, and California has defined “quota” at § 2100(h).¹

15. Amazon has admitted that it has a facility-wide policy of setting work quotas and requiring workers to meet such quotas at its warehouses in California. The warehouse facility-wide quota policy has been applied and applies to jobs generally known as stower, sorter, packer, picker, and logistics worker (although these may also have more specific technical names).

16. Amazon’s warehouse employees subject to a quota, whether a sorter, picker, loader, logistics, or any other position subject to a quota, all were consistently subjected to a common policy and practice by Amazon where employees who could not meet their quota were reprimanded and terminated, which had a disparate impact on employees aged 40 and older because of their age.

17. It is a common policy and practice, and a central feature at Amazon warehouses, for Amazon supervisory employees to a) constantly and continually push warehouse workers to meet the quota; b) verbally reprimand warehouse workers who

¹ Amazon is subject to the quota, which is defined in the Labor Code similarly to what Plaintiff alleges in this Complaint, i.e. “a work standard under which an employee is assigned or required to perform at a specified productivity speed, or perform a quantified number of tasks, or to handle or produce a quantified amount of material, within a defined time period and under which the employee may suffer an adverse employment action if they fail to complete the performance standard.”

1 fail to meet the quota; c) write up warehouse workers who fail to meet the quota; d)
2 discipline warehouse workers for failing to meet the quota; and e) terminate warehouse
3 workers who fail to meet the quota.

4 18. Often these terminations are known as quota-related terminations or rate-
5 related terminations. The “rate” used in this context is the same as Amazon’s quota
6 system.

7 19. It is Defendant’s common policy and practice that Amazon warehouse
8 workers who do not meet their quota are not meeting the requirements of the job.

9 20. It is a common that employees aged 40 and older who are pressured to
10 meet their quota quit because they cannot meet the quota or are injured trying to meet it,
11 and also quit after these injuries because they are not meeting the quota.

12 21. Amazon raises the quota requirements at its facilities after the busy winter
13 holiday season, making it harder for employees to meet the quota and causing workers
14 either to quit because they cannot meet the quota or to be fired for failing to meet the
15 quota. Amazon in this way uses its quota system to cull those it considers to be slower
16 workers either through causing them to quit or by terminating them. This often creates
17 a post-holiday rush season workforce that is quicker and younger than age 40.

18 22. Amazon relies on an extremely high-churn model, continually replacing
19 workers to sustain the dangerous and grueling work pace demands. Workers who
20 cannot keep up with Amazon’s extreme quota productivity goals are fired or
21 encouraged to quit and leave their jobs due to injuries.

22 23. Amazon supervisors pressure warehouse workers to stay at work or to
23 return to work without seeking medical attention for work injuries or rather than taking
24 time off to recover from work injuries—all so that they can meet the quota.

25 24. Amazon warehouse workers’ quota performances are constantly tracked
26 and data is continually sent to managers in real time through Amazon’s proprietary
27 software system.

25. The quota system tracks employees' rate and automatically generates warnings or terminations. Warehouse workers know that if they do not hit their quota, they will be written up and eventually fired.

26. It is a pattern and practice of Amazon to verbally pressure, verbally reprimand, and write up and eventually terminate employees for not meeting their quota. Older workers such as Plaintiff and the class bear this burden disproportionately.

PLAINTIFF'S FACTS

27. Ms. Obrien worked at an Amazon warehouse facility on Sycamore Canyon Drive in Riverside, California in October 2018. At the time of this employment, she was 48 years old. Ms. Obrien worked in a position known as a sorter, a position involving sorting of packaging work.

28. Amazon applied a quota to Ms. Obrien's position, requiring Ms. Obrien and other employees at this warehouse to meet an hourly quota of items and scanned and moved through her post. Amazon applied such quotas facility-wide at Amazon warehouses throughout California.

29. Amazon applied this quota to Ms. Obrien and to other similarly situated employees aged 40 and older at its California warehouses. Ms. Obrien and other similarly situated employees had to meet Amazon's quota to remain in good standing as employees and avoid being disciplined or fired. Amazon did not adjust or alter this work quota to account for Ms. Obrien's or other employees' age, and the work quota was applied to employees below the age of 40 at the same rate. Ms. Obrien could not keep up with the required quota and she alleges that other similarly situated employees aged 40 and over also could not keep up with the quota Amazon applied to them.

30. The work quota required that Ms. Obrien meet quantified quotas in which the work involved sorting of packages and product items, packing of packages and items, stowing of packages and items, and filling and emptying products and items in boxes and bins and containers.

1 31. Because of the work quota Amazon applied to Ms. Obrien and similarly
2 situated employees aged 40 and over, and the constant pressure to meet this work quota
3 or be criticized by managers, disciplined, or be fired, Ms. Obrien suffered from work-
4 related physical injuries in an effort to keep up and, ultimately, she was not able to meet
5 Amazon's imposed or work production quota.

6 32. Ms. Obrien and similarly situated employees were systemically pushed to
7 meet the work quota, reprimanded by supervisors for being unable to keep up with the
8 imposed work quota, and were constantly subject to the work quota, all of which caused
9 them significant stress in a difficult work environment.

10 33. Because of the continuing adverse impact of the application of Amazon's
11 quota applied to Ms. Obrien, and her not able to meet these quantified standards, she
12 was terminated in October 2018.

13 34. Ms. Obrien suffered lost income as a result of being terminated, suffered
14 emotional distress, and suffered physical injuries because of the quota imposed upon
15 her that she was unable to meet.

16 35. Ms. Obrien was later re-hired by Amazon in 2019 and she worked as an
17 hourly, non-exempt warehouse employee in Amazon's Moreno Valley, CA fulfillment
18 center. At the time of this employment, she was 49 years old.

19 36. Again, Amazon applied a quota to Ms. Obrien and to other similarly
20 situated employees aged 40 and over. Amazon did not adjust or alter this quota to
21 account for Ms. Obrien or other employees aged 40 and older although the work quota
22 was applied to employees below the age of 40 in a similar manner

23 37. Again, Ms. Obrien and other employees aged 40 and over could not keep
24 up with the required quota because of their age.

25 38. Nevertheless, Ms. Obrien and similarly situated employees again were
26 systemically pushed to meet the quota, and reprimanded by supervisors for being
27 unable to keep up with the quota, which caused them significant stress.

39. Because of the continuing pressure to meet her quota Amazon applied to Ms. Obrien, she again suffered work-related physical injuries. She needed to take time off to recover from her injuries, but she was warned that if she did so she would be fired for failing to meet the quota. She was again terminated in October 2019. Her last date of work was approximately October 7, 2019.

40. Ms. Obrien suffered lost income as a result of being terminated, and suffered emotional distress and physical injuries because she could not meet the quota imposed upon her, and was terminated for not meeting it.

CLASS ACTION ALLEGATIONS

41. Class Definition: The named individual Plaintiff brings this action on behalf of herself and the class pursuant to California Code of Civil Procedure § 382 and is consistent with Fed. R. Civ. P. 23(a), (b)(1), (b)(2), and (b)(3). The class consists of all current and former employees of Amazon, aged 40 and older, who worked at Amazon warehouses in California, including its fulfillment centers, distribution centers, and delivery centers, and who have been or continue to be subjected to a quota policy and practice or had to meet a quota, during the period from January 1, 2019, to the present (collectively, the “Class”).

42. Ms. Obrien is a member of the Class she seeks to represent.

43. Numerosity: The members of the class exceed 1,000 persons and are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes and based thereon alleges that class members were discriminated against on the basis of their age in violation of FEHA.

44. Adequacy of Representation: The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff’s attorneys have prosecuted

1 and settled class actions in the past and currently have a number of other class actions
2 pending in California courts.

3 45. Common Question of Law and Fact: There are predominant common
4 questions of law and fact and a community of interest between the claims of Plaintiff
5 and the claims of the class concerning Defendant. Common questions include, among
6 others, a) whether Amazon has a policy of requiring quotas at warehouse jobs in
7 California during the putative class period, b) whether Amazon has a policy or practice
8 of reprimanding employees for failing to meet their quota, c) whether Amazon has a
9 policy or practice of writing employees up for failing to meet their quota, d) whether
10 Amazon has a policy or practice of having managers or supervisors at warehouses
11 verbally push employees to meet their quotas, e) whether Amazon has a policy or
12 practice of raising its quota requirements at Amazon warehouses after the winter
13 holiday season is over, f) whether employees aged 40 and older to whom the quota is
14 applied have work-related injuries at a higher rate than employees under age 40, g)
15 whether employees aged 40 and older to whom Amazon's a quota is applied require
16 more time off due to work-related injuries versus younger workers, h) whether
17 employees aged 40 and older are terminated at a higher rate than employees under age
18 40 to whom a quota is applied, i) whether warehouse employees aged 40 and older to
19 whom a quota is applied quit at a higher rate than employees under age 40 j) whether
20 Amazon's system of requiring warehouse employees to meet quotas disparately impacts
21 employees aged 40 and older in their jobs, k) whether Amazon's system of requiring
22 warehouse employees to meet quotas or be reprimanded, and terminating warehouse
23 employees who do not meet the quota, disparately impacts employees aged 40 and older
24 in violation of age discrimination laws under the California FEHA, and l) whether
25 equitable remedies, compensatory damages for the Class are warranted.

26 46. Typicality: The claims of Plaintiff are typical of the claims of all
27 members of the Class. Plaintiff and Class Members have been subjected to Amazon's
28 common quota policies and practices.

1 47. The nature of this action and the laws available to Plaintiff and members
2 of the Class identified herein make the Class action format a particularly efficient and
3 appropriate procedure to redress the wrongs alleged herein.

4 48. The prosecution of separate actions by the individual class members, even
5 if possible, would create a substantial risk of (a) inconsistent or varying adjudications
6 with respect to individual class members against the Defendants and which would
7 establish potentially incompatible standards of conduct for the Defendants; and/or (b)
8 adjudications with respect to individual class members which would, as a practical
9 matter, be dispositive of the interest of the other class members not parties to the
10 adjudications or which would substantially impair or impede the ability of the class
11 members to protect their interests. Further, the claims of the individual members of the
12 Class are not sufficiently large to warrant vigorous individual prosecution considering
13 all of the concomitant costs and expenses.

14 49. Proof of a common business practice or factual pattern, which the named
15 Plaintiff experienced and is representative of, will establish the right of each of the
16 members of the Plaintiff Class to recovery on the causes of action alleged herein.

17 **FIRST CAUSE OF ACTION**

18 **Age Discrimination in Violation of FEHA**

19 **Cal. Gov't Code § 12940, *et seq.***

20 **(On Behalf of Plaintiff and the Class Against All Defendants)**

21 50. Plaintiff hereby incorporates by reference all preceding paragraphs as
22 alleged above as if fully set forth herein.

23 51. FEHA prohibits an employer from discharging a person from employment
24 or from discriminating against a person “in compensation, or in terms, conditions, or
25 privileges of employment” on the basis of the person’s age. Cal. Gov’t Code §
26 12940(a). As used in FEHA, age means “the chronological age of any individual who
27 has reached his 40th birthday.” Cal. Gov’t Code § 12926(b).

1 52. Defendants have discriminated against Plaintiff and the Class of similarly
2 situated employees aged 40 and over in violation of FEHA because Defendants'
3 policies subject them to different and adverse employment events as a result of their
4 age. Plaintiff and the Class of similarly situated employees aged 40 and over have
5 suffered disparate impacts as a result of Defendants' conduct.

6 53. Plaintiff alleges that Defendants' uniform application of its quota policy
7 has a disparate impact on Plaintiff and the Class of similarly situated employees aged
8 40 and over and on the terms, conditions, and privileges of their employment.
9 Defendants' system is not justified by business necessity or, if it could be justified, less
10 discriminatory alternatives exist.

11 54. Amazon's warehouse employees subject to a quota, whether a sorter,
12 picker, loader, logistics, or any other position subject to a quota, all were consistently
13 subjected to a common policy and practice by Amazon where employees who could not
14 meet their quota were reprimanded and terminated, which had a disparate impact on
15 employees aged 40 and older because of their age.

16 55. The State of California concluded that warehouse jobs cause a high rate of
17 work-related injuries and singled out Amazon as having the highest rate of warehouse
18 work-related injuries.

19 56. The State of California concluded that warehouse quotas – such as the ones
20 to which Plaintiff and the Class Members were subjected - are a major factor in causing
21 such a high number of work-related injuries.

22 57. Amazon's own records show that its workers are injured on the job at
23 nearly double the average rate of the general warehousing industry and triple the
24 average rate among all private employers.

25 58. Amazon's warehouses have a very hard-to-meet quota requirement that the
26 State of California contends contributes to excessively high work-related injuries.
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28

1 59. In multiple reports, Occupational Health and Safety Administration
2 inspectors specifically pointed to Amazon's "very high pace of work" and its
3 "monitoring and discipline systems" as causes of its high rate of serious injuries.

4 60. A joint research brief produced by Human Impact Partners (HIP) and the
5 Warehouse Worker Resource Center (WWRC) concluded that Amazon quotas are too
6 high for a safe and healthy workplace.

7 61. Experts contend the reason for the elevated injury rate in warehouse
8 distribution centers is the use of quotas, i.e. the requirement that each worker must
9 handle a specific number of goods in a specific amount of time.

10 62. Experts studying Amazon's warehouses have concluded that there is a
11 "direct connection" between Amazon's "very high pace of work," its quotas, and high
12 rates of repetitive stress injuries like strains, sprains, and hernias among the company's
13 warehouse workers.

14 63. Amazon is aware that its warehouses have high rate of work-related
15 injuries.

16 64. Amazon is aware that its quotas are directly connected to its high numbers
17 of work-related injuries.

18 65. Amazon is aware that because of their injuries from working at its
19 warehouses, employees are forced to take time off from work, which leads them to fall
20 further behind in meeting their quotas. Amazon has admitted, for example, that certain
21 specific types of injuries are endemic at its warehouses, and that musculoskeletal
22 disorders account for about 40% of work-related injuries at Amazon warehouses.

23 66. Investigations show that older workers have a higher risk of developing
24 musculoskeletal disorders when performing repetitive tasks such as those at Amazon
25 warehouses performed under quota driven time constraints.

26 67. Investigations also show that older workers require more days away from
27 work to recover from an injury than do younger workers.

1 68. Plaintiff hereby alleges that Amazon's quotas and its monitoring and
2 discipline system of enforcing these quotas have a disparate impact on warehouse
3 workers age 40 and above.

4 69. Plaintiff hereby alleges that statistics also will support that older workers
5 aged 40 and above suffer disparate impacts caused by Amazon's quotas and its
6 monitoring and discipline system of enforcing these quotas, and that older workers aged
7 40 and above at Amazon's warehouses are fired at a higher percentage rate than
8 younger workers. Plaintiff also alleges that workers aged 40 and above at Amazon's
9 warehouses quit at higher percentage rates relative to workers under age 40. Plaintiff
10 alleges that older workers at Amazon's warehouses are written up for not meeting their
11 quotas at a higher percentage than younger workers.

12 70. Higher numbers of work-related injuries incurred by workers aged 40 and
13 above cause them to be more likely to be unable to meet the quotas imposed
14 by Amazon. If they do not meet the quotas, they are subject to being terminated, and
15 forced to quit, not given the best shifts, and are not given raises.

16 71. Amazon's quota is increased after the busy winter holiday season, which
17 has the effect of forcing employees to quit because they cannot meet the quota, which
18 causes terminations of employees who cannot meet the quota, which, as alleged above,
19 creates a disparate impact on workers aged 40 and older and allows Amazon to achieve
20 a younger work force after the winter holiday season, when other workers are no longer
21 needed.

22 72. Amazon's quota system and policy of monitoring, disciplining, and
23 terminating employees for not meeting the quota not only disparately impacts workers
24 aged 40 and older, but also is used by Amazon to cause older persons to be fired or
25 forced to quit, thereby allowing Amazon to have a younger workforce to its benefit and
26 in violation of FEHA.

27 73. At all relevant times, Defendants had actual and constructive knowledge of
28 the discriminatory conduct described herein.

74. Plaintiff is informed and believes and thereon alleges that Defendants engaged in other discriminatory practices against Plaintiff and the Class of similarly situated employees aged 40 and older which are not yet fully known. Plaintiff will seek leave of this Court to amend this complaint at such time as these additional discriminatory practices become known.

75. As a direct and proximate cause of Defendants' unlawful actions as described herein, Plaintiff and the Class have suffered lost back wages, lost front wages, lost employment benefits, other lost compensation and benefits, and other economic damages in amounts to be proven at trial.

76. As a direct and proximate cause of Defendants' unlawful actions, Plaintiff and the Class have suffered injury, including but not limited to emotional distress, entitling them to compensatory damages in an amount to be proven at trial.

77. Plaintiff and the Class are entitled to reasonable attorneys' fees and costs pursuant to California Government Code § 12965(b).

SECOND CAUSE OF ACTION

Failure to Prevent or Correct Discrimination Under FEHA

Cal. Gov't Code § 12940(k)

(On Behalf of Plaintiff and the Class Against All Defendants)

78. Plaintiff hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

79. California Government Code § 12940(k) holds it is an unlawful employment practice for an employer "to fail to take all reasonable steps necessary to prevent discrimination . . . from occurring."

80. By the actions and omissions of Defendants described hereinabove, Defendants failed their affirmative duty to take all reasonable steps necessary to prevent discrimination on the basis of employees' age from occurring in violation of California Government Code § 12940(k).

81. As a direct and proximate cause of Defendants' unlawful actions, Plaintiff and the Class have suffered lost back wages, lost front wages, lost employment benefits, other lost compensation and benefits, and other economic damages in amounts to be proven at trial.

82. As a direct and proximate cause of Defendants' unlawful actions, Plaintiff and the Class have suffered injuries, including but not limited to emotional distress, entitling them to compensatory damages in an amount to be proven at trial.

83. Plaintiff and the Class are entitled to reasonable attorneys' fees and costs pursuant to California Government Code § 12965(b).

THIRD CAUSE OF ACTION

Violation of California's Unfair Competition Law

Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On Behalf of Plaintiff and the Class Against All Defendants)

84. Plaintiff hereby incorporates by reference all preceding paragraphs as alleged above as if fully set forth herein.

85. California's Unfair Competition Law prohibits "any unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

86. Amazon engaged in unlawful and unfair business practices as described hereinabove, including but not limited to applying its required quota to Plaintiff and Class Members, causing Plaintiff and Class Members to suffer adverse employment decisions for being unable to meet the quotas, and failing to prevent discrimination against Plaintiff and Class Members.

87. Plaintiff and Class Members have suffered injury in fact and have lost money or property as a result of Amazon's acts and omissions.

88. Amazon's acts and omissions constitute unfair competition and provide Amazon with an unfair advantage over its competitors. As a direct and proximate cause of Amazon's unlawful conduct alleged herein, Amazon unfairly obtained profits.

Therefore, Plaintiff and Class Members are entitled to disgorgement by Amazon of those profits.

89. Plaintiff, on behalf of herself and the Class, seeks restitution to restore any and all monies withheld, acquired, and converted by Defendants by means of the unfair business practices complained of herein.

90. Plaintiff, on behalf of herself and the Class seeks an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on her own behalf and on the behalf of the members of the Class, prays for judgment against Defendant as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff Michele Obrien as the representative of the Class;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. For front wages, back wages, salary, employment benefits, and other compensation denied to or lost by Plaintiff and Class Members in an amount to be proven at trial;
5. For any other economic losses incurred by Plaintiff and Class Members in an amount to be proven at trial;
6. For compensatory damages to Plaintiff and Class Members for pain and suffering in an amount to be proven at trial;
7. For restitution to Plaintiff and Class Members who were deprived of wages, compensation, employment benefits, or other equitable monetary relief caused by Defendants' unlawful practices as permitted by law;
8. For and award of reasonable attorneys' fees and costs as provided by California Government Code § 12965(b) and Code of Civil Procedure § 1021.5;
9. For all pre- and post-judgment interest as permitted by law; and

1 10. For such other and further relief the court may deem just and proper.

2
3 DATED: April 28, 2022

**LAW OFFICE OF ERIC HONIG and
LAW OFFICES OF PETER M. HART**

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7 By: /s/ Eric S. Honig
Eric S. Honig
Peter M. Hart
Attorneys for Plaintiff
Michele Obrien

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11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

13
14 DATED: April 28, 2022

**LAW OFFICE OF ERIC HONIG and
LAW OFFICES OF PETER M. HART**

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20 By: /s/ Eric S. Honig
Eric S. Honig
Peter M. Hart
Attorneys for Plaintiff
Michele Obrien